

RECORDATION NO. 18920-A

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

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October 2, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of September 29, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Memorandum of Equipment Lease which is being filed with the Commission under Recordation Number 18920.

The names and addresses of the parties to the enclosed document are:

Assignor: Mellon Leasing Corporation
(f/k/a Mellon Financial Services
Corporation #3)
One Mellon Center, Suite 4444
Pittsburgh, PA 15258

Assignee: PNC Leasing, LLC
Two PNC Plaza, 13th Floor
Pittsburgh, PA 15222

A description of the railroad equipment covered by the enclosed document is:

150 covered hoppers CRDX 9605 - CRDX 9754

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Mr. Vernon A. Williams
October 2, 2000
Page Two

A short summary of the document to appear in the index follows:

Assignment and Assumption Agreement from Mellon Leasing
Corporation, Assignor, to PNC Leasing, LLC, Assignee, covering
150 covered hoppers CRDX 9605 - CRDX 9754

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of this 27th day of September 2000, is made by Mellon Leasing Corporation (f/k/a Mellon Financial Services Corporation #3), a Pennsylvania corporation, with an address at Suite 4444, One Mellon Center, Pittsburgh, Pennsylvania 15258-0001 (the "**Seller**"), and PNC Leasing, LLC, a Delaware limited liability company, with an address at Two PNC Plaza, 13th Floor, Pittsburgh, PA 15222 ("**Purchaser**"), and together with Seller, the "**Parties**").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Seller and Purchaser entered into that certain Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**") dated as of the date hereof;

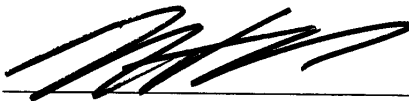
WHEREAS, under the Assignment and Assumption Agreement, Seller assigned and Purchaser assumed all of Seller's present and future rights, obligations and interest in, to and under the Transaction Documents (as defined in the Assignment and Assumption Agreement), including but not limited to, the all of the right, title, and interest of the "Lessor" under that certain Master Lease Agreement, dated as of June 15, 1994, between Mellon Financial Services Corporation #3, as Lessor, and Chicago Freight Car Leasing Co., as Lessee, as amended by Amendment No. 1 and Consent, dated as of June 1, 1995 (the "**Master Lease**"), together with Equipment Lease Schedule No. 1, dated July 29, 1994 ("**Schedule No. 1**") relating to 3,000 cu. ft. gravity type outlet, circular hatch and hatch covers, welded covered hopper cars built by Thrall Car Company, 150 in number, bearing road numbers CRDX 9605 - 9754, both inclusive, as described in a Memorandum of Equipment Lease filed with the Interstate Commerce Commission (the "ICC") on July 28, 1994, and assigned Recordation Number 18920.

WHEREAS, the Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

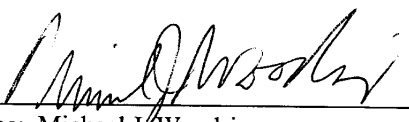
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument Seller hereby assigns to Purchaser the Lease and the related Transaction Documents, in accordance with the terms and conditions of the Assignment and Assumption Agreement, and Purchaser accepts such assignment in accordance with the terms and conditions of the Assignment and Assumption Agreement, which are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MELLON LEASING CORPORATION

By: 
Name: Michael F. Marks
Title: Vice President

PNC LEASING, LLC

By: 
Name: Michael J. Woodring
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

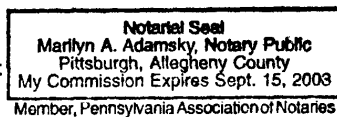
On this 28 day of September 2000 before me personally appears Michael F. Marks, to me personally known, who by me duly sworn, says that he is the Vice President of MELLON LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marilyn A. Adamsky
Notary Public

[SEAL]

My Commission expires: _____



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 29th day of September 2000, before me personally appears Michael J. Woodring to me personally known, who by me duly sworn, says that he is the Vice President of PNC LEASING, LLC (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer A. Pitzer
Notary Public

[SEAL]

My Commission expires: